

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

**JEREMIAH SMITH, on behalf of himself
and others similarly situated,**)
Plaintiff,) Case No. 1:19-cv-01518
)
vs.) Judge Solomon Oliver, Jr.
)
PPG INDUSTRIES, INC.,)
Defendant.)

ORDER APPROVING FLSA COLLECTIVE ACTION SETTLEMENT

Having reviewed the FLSA Collective Action Settlement Agreement and its Exhibits and the pleadings and papers on file in this Action, and for good cause established therein, the Court enters this Order Approving the FLSA Collective Action Settlement, the proposed Notice of Settlement, the proposed Claim Form, the proposed Service Award to the Named Plaintiff, and the proposed attorneys' fees and expense reimbursements to Plaintiffs' Counsel, as follows:

1. Unless otherwise defined, all terms used in this Order have the same meanings as defined in the Settlement Agreement.
2. Named Plaintiff filed this action on July 3, 2019. In his Complaint, he alleged that Defendant violated the Fair Labor Standards Act ("FLSA") and the Ohio Minimum Fair Wage Standards Act ("OMFWSA") by failing to pay him and others similarly situated for all hours worked.
3. Defendant filed its Answer and denied any liability or wrongdoing of any kind.
4. The Court has jurisdiction over the claims asserted in the Action and over the Parties to the Action.

5. On November 12, 2019, the Parties filed their Proposed Stipulation and Proposed Order for Conditional Certification, Notice, Due Diligence Exchange and Mediation. In that Stipulation, the Parties agreed to stipulate to the following collective class pursuant to 29 U.S.C. 216(b): “All current and former non-exempt employees that worked for Defendant at Defendant’s Cleveland, Ohio; Strongsville, Ohio; Euclid, Ohio; or Huron, Ohio facilities who worked 40 or more hours in any workweek for Defendant between November 11, 2016, and the present and who were required to don and doff uniforms or protective equipment on-site at Defendant’s plant.” The Parties further agreed that the notice process be postponed so that the Parties could exchange informal discovery and engage in settlement discussions.

6. The Court entered an Order approving the Parties’ Stipulation on November 15, 2019.

7. Pursuant to the Parties’ Stipulation, Defendant produced a list of the collective class members and some, but not all of their time and payroll records.

8. By filing written consents to join this Action, the Named Plaintiff, Opt-in Plaintiffs, and all other Claimants: (1) authorized Named Plaintiff and Class Counsel to act as their agents and to negotiate a settlement of any and all claims they may have against Defendant, subject to a review for fairness by the Court; and (2) consent(ed) and agree(d) to be bound by any judgment of the Court or any settlement of this Action that the Court reviews and determines to be fair and reasonable.

9. The Settlement Agreement provides that, in consideration of the Total Settlement Payment, the wage and hour claims of the Claimants, as that term is defined in the Agreement, are released and dismissed with prejudice.

10. The Court reviewed the Agreement and finds that the proposed Settlement is fair, reasonable, and in the best interests of the Plaintiffs and satisfies the standard for approval under § 16(b) of the FLSA, 29 U.S.C. § 216(b). Plaintiffs' Counsel has informed the Court that they believe the Settlement is fair, reasonable, and adequate and in the best interests of the Plaintiffs. The Court has considered all relevant factors, including the risk, complexity, expense, and likely duration of the litigation; the extent of investigation; the amount offered in the Settlement; and the experience and views of counsel for the Parties.

11. The Court approves the Agreement and its Exhibits, and orders that the Settlement be implemented according to the terms and conditions of the Agreement and as directed herein. The Court grants approval of the FLSA Collective Action Settlement as to the Plaintiffs.

12. The Court finds that the proposed allocation and calculation of the settlement payments as described in the Settlement Agreement to the Plaintiffs are fair and reasonable.

13. The Court approves the service payment to Named Plaintiff Jeremiah Smith in recognition of his service in the Action and orders that such payment be made in the manner, and subject to the terms and conditions, set forth in the Agreement.

14. The Court approves the payment of attorneys' fees and expense reimbursements to Plaintiffs' Counsel as provided in the Settlement Agreement and orders that such payments be distributed in the manner, and subject to the terms and conditions, set forth in the Settlement Agreement.

15. Upon the Effective Date of the Agreement, all Claimants will irrevocably and unconditionally forever and fully release Defendant and all Released Parties from any and all Released Claims. Named Plaintiff, Opt-ins, and all other Claimants are enjoined from prosecuting any Released Claims against Defendant or Released Parties.

16. This Civil Action is hereby DISMISSED in its entirety, on the merits, and with prejudice, without costs to any party, except to the extent otherwise expressly provided in the Agreement. The Court dismisses the claims of the Claimants with prejudice and enters final judgment dismissing them from the Action, without costs to any party, except to the extent expressly provided in the Agreement. The Court finds there is no just reason for delay and directs the Clerk of the Court to enter this Order Approving FLSA Settlement immediately.

17. This Approval Order and the Agreement are binding on Named Plaintiff, Opt-ins, and all other Claimants and Defendant.

18. The Court retains jurisdiction over the Action to enforce the terms of the Settlement, including the notice administration and distribution process.

IT IS SO ORDERED:

Date: September 14, 2020

/s/ Solomon Oliver, Jr.
Honorable Solomon Olivier, Jr.
United States District Judge